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works on the subject, especially to the admirable and scholarly treatise by Mr. Hastings, published in the Proceedings of the American Philosophical Society, September, 1900. Again, the discussion of the decisions under the Wilson Act is hardly complete. For example, the author fails to note the cases dealing with the effect of licensing ordinances under the Wilson Act, a phase of the subject upon which the law was in some doubt until the recent decision by the Supreme Court of the United States in the case of *Pabst Brewing Co. v. Crenshaw* (25 Sup. Ct. Rep. 552). The last-mentioned case was decided after the publication of Mr. Judson's work, but he should have noticed such decisions as *Pabst Brewing Co. v. City of Terre Haute* (98 Fed. Rep. 330). Possibly, these matters may be regarded as somewhat collateral to the main purpose of the book, and the limitations in space may be offered as an excuse for the inadequacy of treatment.

The most serious general criticism that suggests itself to the reviewer is that Mr. Judson has not sufficiently expressed his own opinion upon mooted questions, nor given a sufficient discussion of the dissenting views on certain important cases, especially those which the Supreme Court has decided by bare majorities. For example, the Northern Securities case would seem to merit more than half a page, and one would expect at least to secure references to authorities where elaborate discussions of so weighty a decision could be found. On the other hand, the author has produced a thorough and eminently practical compilation of the decisions upon the subject of Interstate Commerce. His is probably the most useful work that has appeared upon the subject. It is well edited, the arrangement is clear and concise, and the index is complete. Of interest and value is the table of decisions of the Interstate Commerce Commission on the question of reasonableness of rates, showing the cases in which the order of the Commission was complied with by the railroads, wholly or partially, and the instances in which the enforcement of the order of the Commission was compelled or refused by the federal courts.

J. M. B., JR.

**THE LAW OF FIRE INSURANCE.** By George A. Clement. In two Volumes. Volume II. New York: Baker, Voorhis & Company. 1905. pp. cxvii, 807. 8vo.

A notice of the first volume of this work appeared in 17 HARV. L. REV. 370. This volume, the second, purports to treat the subject of fire insurance, "taking as a basis the conditions of the standard forms or of the contract specifically declaring the agreement to be void." The statements of law are reduced to "rules," so called, so that the text takes much the form of a brief. The book is not a treatise, nor does it pretend to be. It furnishes, however, a ready means of reference to a large number of cases and to the principles governing this branch of the law of fire insurance. Especially is the work to be commended for giving under each topic the provisions of the various standard forms of policies, and pointing out wherein they are similar and wherein they differ.

The New York standard form has been made the basis of the work. As this form is in such general use, the fact does not, perhaps, lessen the value of the book in the hands of one familiar with the general principles of insurance. It does, however, greatly detract from its value as a book to be used either by students or by any persons not already well acquainted with the subject, in that, by laying stress on the terms of the standard form, it is likely to mislead such persons as to the nature of some of the fundamental doctrines underlying every contract of insurance and the reasons for such doctrines.

For instance, such persons might well be misled as to the real nature of the defense of concealment, by what is said on p. 2, where, after giving the "rule" as to concealment "as imposed by contract" by stating the language of the New York standard form on this point, the author adds in a note: "It would seem that concealment by the insured as to any material matter relating to the insurance may void the policy independent of any specific

provision therein." A similar note is added on p. 15, after the rule as to misrepresentation.

Rule 15, on p. 157, appears to contradict itself. The opening sentence states that "there is a distinction between interest and title," while the last sentence closes with the statement that "interest may be construed as synonymous with title."

In other respects the book is open to criticism. In the first place it can hardly be said to be a scholarly piece of work; the style is poor,—not infrequently incoherent and occasionally positively ungrammatical (*e.g.*, pp. 5, 7, 127, 176). The statements of law are not always clear and free from ambiguity. A sentence taken from p. 176 will serve as an example. The subject under discussion is as to what constitutes sole and unconditional ownership within the terms of an insurance policy; and as an illustration, the author says: "An owner of an estate in fee upon a condition subsequent and in possession with no condition broken, and a deed has been deposited in escrow to be delivered upon performance of the condition, is a sole and unconditional owner." Again, in the manner of citing authorities there is room for improvement. The cases cited are grouped apparently without any attempt at uniformity, either in arrangement of jurisdictions (alphabetically or otherwise), or in placing together all cases cited from one jurisdiction. Where a few cases only are cited, this matter is perhaps not serious; but where, as on pp. 42, 49, 107, 448, and elsewhere, we find solid pages of citations, the lack of arrangement becomes a defect which will cause those using the book much loss of time and annoyance. Incidentally we may remark on a lack of uniformity in citing the Massachusetts Reports. For example, *Daniels v. Hudson River Ins. Co.* is cited on pp. 3 and 15 as in 66 Mass. 416; while on p. 78 the reference is to 12 *Cush.* 416, which we believe is the correct form of citation. We also believe that 95 U. S. is preferable to 5 *Otto* (p. 135).

S. H. H.

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A SHORT HISTORY OF ROMAN LAW. By Paul Frédéric Girard. Being the First Part of his *Manuel Élémentaire de Droit Romain*. Translated by Augustus Henry Frazer Lefroy and John Home Cameron. Toronto: Canada Law Book Company. 1906. pp. v, 220. 12mo.

A TREATISE ON THE PRINCIPLES AND PRACTICE OF THE ACTION OF EJECTMENT and Statutory Substitutes. By Geo. W. Warvelle. Chicago: T. H. Flood and Company. 1905. pp. lviii, 679. 8vo.

THE RULE AGAINST PERPETUITIES. By John Chipman Gray. Second Edition. Boston: Little, Brown, and Company. 1906. pp. xlvii, 664. 8vo.